



**STATE OF ARIZONA**  
**Department of Health Services**  
**NOTICE OF REQUEST FOR PROPOSALS**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
1740 W. Adams Street, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

SOLICITATION NUMBER:

**SOLICITATION NUMBER: HP832215**

SOLICITATION DUE DATE/TIME:

**April 29, 2008 3:00pm- Local Time.**

SUBMITTAL LOCATION:

**Arizona Department of Health Services  
Office of Procurement  
1740 West Adams Street, Room 303  
Phoenix, Arizona 85007**

DESCRIPTION:

**Training, Coaching and Consultation for Child and Adolescent  
Mental Health**

PRE-OFFER CONFERENCE:

**April 16, 2008 at 10:00 am to be held at  
1740 West Adams Street, Conference Room 309**

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the services specified will be received by the Arizona Department of Health Services at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read. To obtain a copy or review the solicitation, log onto [www.azdhs.gov](http://www.azdhs.gov) and click on the Quick Links Procurement site. If obtaining a copy via the internet, please check periodically for any updates to the above solicitation.

Offers must be in the actual possession of the Arizona Department of Health Services on or prior to the time and date, and at the location indicated above. **Late offers will not be considered.**

Offers must be submitted in a sealed envelope or package with the Solicitation number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this solicitation.

With 72 hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation Contact Person named below.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Solicitation Contact Person:**

**Rebecca O'Brien**

Name

**(602) 542-1040 / obrienr@azdhs.gov**

Telephone Number / Email

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# UNIFORM INSTRUCTIONS TO OFFERORS

## SOLICITATION NO.: HP832215

**A. Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and any terms applied by law.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means bid, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
14. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

**B. Inquiries**

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

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3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

#### **C. Offer Preparation**

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicated otherwise.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
  - i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

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- ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
  - 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
  - 12.1 Special Terms and Conditions;
  - 12.2 Uniform Terms and Conditions;
  - 12.3 Statement or Scope of Work;
  - 12.4 Specifications;
  - 12.5 Attachments;
  - 12.6 Exhibits;
  - 12.7 Special Instructions to Offerors;
  - 12.8 Uniform Instructions to Offerors.
  - 12.9 Other documents referenced or included in the Solicitation.

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13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

### **D. Submission of Offer**

- 1 Sealed Envelope or Package. Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 2 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 3 Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4 Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  - ii. The Offeror does not discriminate against any employee or Offeror for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

### **E. Evaluation**

- 1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 2 Taxes. Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.
- 3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- 4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5 Disqualification. A Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 6 Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.

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- 7 Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 8 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 8.1 Waive any minor informality;
  - 8.2 Reject any and all Offers or portions thereof; or
  - 8.3 Cancel the Solicitation.

#### **F. Award**

- 1 Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 3 Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

#### **G. Protests.**

- 1 A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
- 1.1 The name, address and telephone number of the protester;
  - 1.2 The signature of the protester or its representative;
  - 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
  - 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
  - 1.5 The form of relief requested.

#### **H. Comments Welcome**

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 104, Phoenix, Arizona 85007.

# SPECIAL INSTRUCTIONS TO OFFERORS

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### 1. PROPOSAL FORMAT:

**One (1) original and five (5) copies** of each proposal shall be submitted on the forms and in the following format. The responses shall be typed using a 12-point font and single-spaced. The original copy of the proposal should be clearly labeled "ORIGINAL". The three copies shall be submitted stapled and marked as copy. The material should be in sequence and related to the RFP. The Department will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. Offeror shall have a table of contents, and tabs for each section. The original, ink signed proposal shall be provided in a 1 inch, 3 ring binder labeled with Offeror's name and project title, with tabs for each section:

a. **Table of Contents:** The Offeror shall provide page numbers for each section of the proposal.

b. **Signed Offer and Acceptance Form:** to be signed by an authorized person.

c. **Offeror's Experience/Expertise/Reliability and Qualifications:**

1. Provide a description of Offeror's experience and expertise regarding the services offered, and as related to Vendor Qualifications described in the Scope of Work to include: Company history, location, number of years in business, types of services provided, and number of full and part-time employees.
2. Submit examples of a prior project with activities similar to those listed in the selected categories, a description of the customer's project, the approach used to complete the project, recommendations made to the client and justification for such recommendations, and the project outcome. ADHS/DBHS shall not be used as an example.
3. Provide evidence of previous projects completed within the last three (3) years related to public health, government, or non-profit organizations, other than ADHS/DBHS.
4. Provide resumes for the identified main key personnel. The resume shall include name, title, key responsibilities and previous experiences that are relative to the field.
5. References: Offerors shall use the format on Attachment 1 - Offeror's Experience and provide three (3) References from the same or similar previous experiences, other than ADHS/DBHS.
6. Other attachments: Offeror should submit any additional information on its firm (such as annual reports, brochures or CDs) that may be helpful in evaluating its background, history, resources, or track records with other clients in work that is related to the needs of the Department.

d. **Method of Approach:**

1. The Offeror shall prepare and submit a written narrative describing the method of approach that will be used to provide the services for which the offer is submitted. Written narratives shall not exceed five (5) pages.

e. **Cost:**

1. Price Sheet – Completed price sheet indicating service area if applicable. If the service area is not statewide indicate regions serviced by completing County checklist located on the Price Sheet.



# **SPECIAL INSTRUCTIONS TO OFFERORS**

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**f. Organization:**

1. Organization Chart (Personnel) - Provide a current organizational chart which includes Offeror's personnel and positions
2. Board of Directors - Provide a current list of Board of Directors or Governing Body.

**2. PROPOSAL OPENING:**

Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. Prices will NOT be read. Proposals will not be subject to public inspection until after contract award.

**3. EVALUATION CRITERIA:**

In accordance with A.R.S. § 41-2534, competitive sealed proposals, awards shall be made to the responsible Offeror(s) whose proposal(s) is(are) determined in writing to be the most advantageous to the Department based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- 3.1 Experience/Expertise/Reliability, Qualifications and Organization.
- 3.2 Method of Approach
- 3.3 Cost

**4. PROPOSAL ORGANIZATION AND SUBMISSION:**

- a. Table of Contents
- b. Complete Offer and Acceptance Form and signed by authorized person
- c. Signed Solicitation Amendments, if applicable
- d. Offeror's Experience/Expertise/Reliability and Qualifications/References/Other Attachments
- e. Method of Approach
- f. Completed Price Sheet
- i. Organizational Chart
- k. Completed Contact Information

**5. DISCUSSION:**

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the Department reserves the option to conduct discussions with those Offerors who submit proposals determined by the Department to be reasonably susceptible of being selected for award regarding the contract and the relative methods of

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approach for furnishing the required services.

**6. OFFSHORE PERFORMANCE OF WORK PROHIBITED:**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

**7. FEDERAL IMMIGRATION AND NATIONALITY ACT:**

By submission of the offer, the Offeror warrants that the Offeror and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance. The Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

**8. INCLUSIVE OFFERORS:**

If the Offeror uses subcontractors, Offerors are encouraged to make every effort to utilize subcontractors that are small, women owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of services and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

# UNIFORM TERMS AND CONDITIONS

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**1 DEFINITION OF TERMS:** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 *"Contractor"* means any person who has a Contract with the State.
- 1.5 *"Days"* means calendar days unless otherwise specified.
- 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

**2 CONTRACT INTERPRETATION:**

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

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- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
  - 2.3.2 Uniform Terms and Conditions;
  - 2.3.3 Statement or Scope of Work;
  - 2.3.4 Specifications;
  - 2.3.5 Attachments;
  - 2.3.6 Exhibits;
  - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3 CONTRACT ADMINISTRATION AND OPERATION:**
- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective

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person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

#### 4 COSTS AND PAYMENTS:

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

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- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the contractor;
  - 4.5.2 Cancel the Contract;
  - 4.5.3 Cancel the contract and re-solicit the requirements.

#### 5 CONTRACT CHANGES:

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

#### 6 RISK AND LIABILITY:

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt. .
- 6.2. Indemnification
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
  - 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

# UNIFORM TERMS AND CONDITIONS

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- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## **7 WARRANTIES:**

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

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- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Year 2000.
  - 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
  - 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.7 Survival of Rights and Obligations after Contract Expiration or Termination.
  - 7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.



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7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

#### 8 STATE'S CONTRACTUAL REMEDIES:

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions

#### 9 CONTRACT TERMINATION:

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the

## UNIFORM TERMS AND CONDITIONS

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procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

## 10 CONTRACT CLAIMS:

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

## 11 ARBITRATION:

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

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### **12 COMMENTS WELCOME:**

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 104, Phoenix, Arizona, 85007.

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**1. PURPOSE:**

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

**2. TERM OF CONTRACT:**

The term of the resultant contract shall commence on the date of award and shall remain in effect for three (3) years unless terminated, canceled, or extended as otherwise provided herein.

**3. CONTRACT EXTENSIONS:**

By mutual written contract amendment, any resultant contract may be extended yearly for 12 months. The total contract term, including extensions, shall not exceed a total of five (5) years from the effective date of the contract.

**4. CONTRACT TYPE:**

☒ **Fixed Price**

**5. AUTHORIZATION FOR PROVISION OF SERVICES:**

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless **a)** the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or **b)** an additional Purchase Order is issued for purchase of services under this contract.

**6. LICENSES:**

The Contractor shall maintain in current status, all federal, state and local licenses and/or permits required for the operation of the business conducted by the contractor.

**7. INFORMATION DISCLOSURE**

The Contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

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#### **8. KEY PERSONNEL**

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must assign specific individuals as the key personnel.

- a. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the state.
- b. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the state, and shall, subject to the concurrence of the state, replace such personnel with personnel of substantially equal ability and qualifications.

#### **9. INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

#### **10. INSURANCE:**

The Arizona Department of Health Services (ADHS) requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The Department will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) must at that time submit an original copy of the attached certificate of insurance for coverage in the minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liability or any other contractor obligations.

ADHS, including all property in the care, custody and control of the Contractor(s) under any and all terms of storage and bailment for all risks or loss in the amount of stated below in the Commercial General Liability for the replacement costs.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
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Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Arizona Department of Health Services, Procurement Office, 1740 West Adams Street, Room 303, Phoenix AZ 85007, Attention: Chief Procurement Officer)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to

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commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Arizona Department of Health Services, Procurement Office, 1740 West Adams Street, Room 303, Phoenix AZ 85007, Attention: Rebecca O'Brien**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### 11. **PRICE INCREASE (1 YEAR):**

The state may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The ADHS Procurement Office and Program Manager shall determine whether the requested price increase or an alternate option is in the best interest of the state.

#### 12. **PAYMENT:**

The Contractor shall submit to ADHS, a monthly statement of charges for the work completed under an approved project assignment in conformance with the pricing schedule of this contract. ADHS shall process the claim for prompt payment in accordance with the standard operating procedures of the state.

#### 13. **FINANCIAL MANAGEMENT:**

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the Department when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

State Funding. Contractors receiving state funds under this contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

Federal Funding. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-122



## **SPECIAL TERMS AND CONDITIONS**

### **SOLICITATION NO.: HP832215**

and/or A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

**14. VOLUME OF WORK:**

The Arizona Department of Health Services does not guarantee a specific amount of work either for the life of the contract or on an annual basis.

**15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):**

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

Included as Attachment 3, Page 36 through 42, to this Contract is a Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement (HIPAA BAA), HIPAA Memorandum of Understanding (HIPAA MOU) or Limited Data Use Agreement (HIPAA LDA) that Contractor must agree to execute the attached agreement or negotiate and agree to execute an agreement with terms that, in the minimum meet the requirements of the Privacy and Security Regulations, 45 CFR 164.504(e)(2) and 164.314(2)(i), and that are approved by ADHS before the general contract may be awarded to the Contractor or approved for execution by the State. This Agreement binds the Contractor to comply with the requirements of HIPAA in safeguarding protected health information that is disclosed, used, created or received by the Contractor for or on behalf of the ADHS. If the Contractor violates the HIPAA BAA, HIPAA MOU or HIPAA LDA during the term of this Contract, the Contractor will be in default under the terms of this Contract, and the State may exercise any of its rights and remedies available to it.

**16. OFFSHORE PERFORMANCE OF WORK PROHIBITED:**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

## **SPECIAL TERMS AND CONDITIONS**

### **SOLICITATION NO.: HP832215**

#### **17. FEDERAL IMMIGRATION AND NATIONALITY ACT:**

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

#### **18. PANDEMIC CONTRACTUAL PERFORMANCE:**

The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

- a. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
- b. Alternative methods to ensure there are products in the supply chain.
- c. An up to date list of company contacts and organizational chart.

In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

- d. After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections, if the contractor cannot perform to the standards agreed upon in the initial terms.
- e. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
- f. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided contract(s).

# SCOPE OF WORK

## SOLICITATION NO.: HP832215

### TRAINING/COACHING AND CONSULTATION

#### 1. BACKGROUND:

The Arizona Department of Health Services, Division of Behavioral Health Services (ADHS/ADHS) is committed to developing a community-based, family-centered, coordinated system of care to meet the needs of all children. This system development and enhancement is largely based on the commitments outlined in the settlement agreement for the JK v Eden et al. (JK) class action lawsuit.

The “Arizona Vision” for children is built on twelve principles to which ADHS and AHCCCS are both obligated and committed. The Arizona Vision states:

*In collaboration with the child and family and others, Arizona will provide accessible behavioral health services designed to aid children to achieve success in school, live with their families, avoid delinquency, and become stable and productive adults.*

*Services will be tailored to the child and family and provided in the most appropriate setting, in a timely fashion and in accordance with best practices, while respecting the child's family's cultural heritage.*

The Arizona Vision is based on 12 principles:

1. *Collaboration with the child and family*
2. *Functional outcomes*
3. *Collaboration with others*
4. *Accessible services*
5. *Best practices*
6. *Most appropriate setting*
7. *Timeliness*
8. *Services tailored to the child and family*
9. *Stability*
10. *Respect for the child and family's unique cultural heritage*
11. *Independence*
12. *Connection to natural support*

#### 2. GOALS:

All Tribal/Regional Behavioral Health Authorities (T/RBHA's) work in accordance with the established JK principles. Staff at the T/RBHA's, their contracted provider and other identified individuals, will receive training/ coaching and mentoring to develop effective behavioral support to assist in adjusting to the changes in expectations required by the JK settlement and the System of care initiative. The vendor shall also provide an array of services that will:

- 2.1 Educate youth and families on the Arizona behavioral health system, Mental Health and Substance Abuse Treatment and services available; assist families in system engagement;
- 2.2 Recruit and train parent and youth leaders to educate and support families on the Arizona behavioral health system, Mental Health and Substance Abuse Treatment; assist families in system engagement;
- 2.3 Educate youth and families on the 12 principles and promote the principles through out the contracted activities;
- 2.4 Support youth and parent participation in approved ADHS/DBHS initiatives;
- 2.5 Encourage and assist youth and families to become active partners in the behavioral health Care System through support groups, newsletters, a telephone information system, and referral to other agencies;

## **SCOPE OF WORK**

### **SOLICITATION NO.: HP832215**

- 2.6 Provide feedback and information to ADHS on systemic barriers and behavioral health service needs for children and families based on family and community input;
- 2.7 Provide and/or facilitate parent and youth mentors/ leaders recruitment, training and integration within the behavioral health service delivery system; and
- 2.8 Establish a logic model for organizing family voice including the creation of: safe environments for families to find their voice; respectful partnerships with State, RBHA and other systems of care leaders, and the infrastructure and processes to support individual family leaders and the growth of family networks in our communities.

### **3. SCOPE OF WORK:**

The Contractor shall place emphasis on youth and family inclusion and system change from a consumer perspective. The Contractor will partner with group of youth and parents and the Tribal/Regional Behavioral Health Authorities in areas across Arizona.

Contractor shall engage consumers in the areas of participation at various levels of the system changes envisioned and will develop and deliver supportive coaching and training in the Child and Family Team process, Mental Health and Substance Abuse Treatment, Evidence Based Practices and Co-occurring Disorders and their treatment. The Contractor shall conduct trainings with a focus on development of strength based approaches for working with seriously emotionally disturbed children and/or youth, adolescent or young adults with behavioral health or substance abuse needs and or challenges, and their families or caregivers:

- 3.1 Encourage and assist family members to become effective partners in the behavioral health treatment and /or substance abuse treatment of their own children:
  - a. Recruit and train parent leaders to educate and support families on the Arizona behavioral health system, Mental Health and Substance Abuse Treatment; and assist families in system engagement;
  - b. Develop and disseminate materials on parent involvement to parents- different levels of parent involvement in the system of care;
  - c. Educate and assist families to become knowledgeable of the Arizona Vision for behavioral health services and the 12 principles; child and family team process, Mental Health and Substance Abuse Treatment, Evidence Based Practices and Co-occurring Disorders and their treatment natural supports;
  - d. Provide information to families not yet enrolled in the system; and
  - e. In conjunction with the training material provided through ADHS/DBHS and the T/RBHAs, provide education and support to youth and families regarding the 12 principles; child and family team process natural supports, Mental Health and Substance Abuse Treatment, Evidence Based Practices and Co-occurring Disorders and their treatment.
- 3.2 Educate and assist families and children to articulate their own strengths and needs:
  - a. Incorporate existing information and provide training to youth and families that will help them to articulate their own strengths and needs, the goals they are seeking and what activities they think are required to meet these goals;
- 3.3 Educate families and children to be able to access informal community supports and formal behavioral health services that are provided in their local regions. Vendor should also endorse and actively promote family involvement in cross-agency initiatives with the other child-serving agencies and community organizations or groups that families in the behavioral health system also interact with as well, including but not limited to, schools, juvenile justice and juvenile courts, child welfare, health care, day care, foster care, developmental disabilities.
- 3.4 Build or strengthen local collaborations at each site to promote and sustain parent involvement.

## **SCOPE OF WORK**

### **SOLICITATION NO.: HP832215**

- 3.5 Provide additional support or technical assistance to both the family representatives and the professional partners to promote sustainable family-professional partnerships.
- 3.6 Educate and assist families to become knowledgeable of the array of behavioral health and or substance abuse covered services.
- 3.7 Educate and assist families to exercise independence and self management by:
  - a. Promoting independence and self management through formal trainings to families and children;
  - b. Developing and maintaining support groups and/or coalitions of local youth and parent involvement accessible in each GSA; and
  - c. Providing technical assistance to family and youth leaders/ mentors.
- 3.8 Recruit, educate, train and provide ongoing technical assistance to youth and family members to participate in parent mentorship/leadership activities by:
  - a. Engaging in formal recruitment activities including active participation by numerous, diverse families or constituencies such as: parents of young children, as well as older adolescents and young adults, Latino families or constituents, parents/caregivers with children living out of home, and families from a broad range socio-economic perspectives;
  - b. Developing formal training and orientation for membership to include; role definition within the behavioral health service array, coordination of mentorship/leadership activities with other professionals, and general skill development and enhancement; and
  - c. Provide on-going support and training for any youth and family member involved in mentorship/leadership activities.
- 3.9 Recruit, train and provide technical assistance to youth and family members so that they can actively participate in system improvement efforts (e.g. designing, implementing quality improvement process and policy development) by:
  - a. Coordinating with ADHS/DBHS opportunities to integrate family voice by having family members serve in advisory roles on councils, planning committees, etc.;
  - b. Actively recruiting, training and assisting youth and family members;
  - c. Matching interested parents or youth and opportunities to participate in or co-facilitate policy and program development activities, training and systems monitoring roles; and
  - d. Helping in building relationships between family members and system partners, ensuring that they have ongoing technical assistance.

#### **4. REQUIREMENTS:**

- 4.1 The Contractor shall follow the JK settlement agreement and system of care plan in all respects and report any deviation from the approved plan to the Project Manager managing this contract prior to implementing such changes.

#### **5. STATE PROVIDED ITEMS:**

Reference documents for this work plan include Jason K. Settlement (<http://azdhs.gov/bhs/jk.htm>), The Title XIX Children's Behavioral Health Action Plan and ADHS Strategic Plan.

#### **6. APPROVALS:**

- 6.1 The Manager of Clinical Practice Improvement Office will define and approve the scope of training and technical assistance needs with the Contractor.

## **SCOPE OF WORK**

### **SOLICITATION NO.: HP832215**

- 6.2 The Contractor shall submit reports and /or recommendations in a format agreed to by the Project Manager managing this contract and the Contractor.
- 6.3 The Manager of Clinical Practice Improvement Office or the Project Manager managing this contract shall approve any Work Plan modifications, in writing.

#### **7. DELIVERABLES:**

Refer to Attachment 2 for Quarterly Performance Format.

- 7.1 Annual program Work Plan;
- 7.2 Quarterly Performance Reports by task that will include:
  - a. A list of all training(s)/ conferences/meetings provided with projected time-lines;
  - b. Baseline demographic information (relating to population of the community, including but not limited to, race and ethnic compositions, gender, number of families) compared to actual targeted family and family members in that community; numbers and roles of individuals attending the trainings;(maintain lists/sign-in sheets with the contractor); number of meetings with families, including minutes of meetings, wherever applicable to include participation assessment;
  - c. Documentation of increase in number of youth and parents in the communities who are trained by the youth and parent leaders on: Child and Family Team process; Mental Health and Substance Abuse Treatment; Evidence Based Practices and Co-occurring Disorders and their treatment and the importance of strength based approaches for working with seriously emotionally disturbed children and/or youth;
  - d. Documentation of increase in number of youth and parent involvement at various levels of youth and family involvement at various levels of the system;
  - e. Number of staff personnel directly and indirectly associated with the project clearly identified with detailed tasks and responsibilities, time-line to accomplish the goals and objectives. Training assessment needs of key staff and a list of all trainings attended by Agency staff ( as documented in their personnel file);
  - f. Data on training with date of completion, with list of participants, copies of all training materials and/or curriculum developed; Evaluation of trainings through pre and post-tests if it relates to job functions, knowledge, skills, and/or abilities (KSAs) with training evaluation data sets;
  - g. A log of systemic barriers reported by families and /or the community; methodology of how these systemic barriers were discovered/observed and any corrective action plans taken therefore (e.g. community forums, documented minutes of community meetings, and family committees etc. that include details of time, place of such meeting wherever applicable);
  - h. A log of gaps in services reported by families and /or the community (same as above); and
  - i. A log of referrals made to other agencies (number of referrals, type of referrals, follow-ups if any).
- 7.3 Copies of All Newsletters and Educational and Training materials.
- 7.4 Monthly invoice with backup documentation submitted monthly for payment related to number of training sessions and number of training/coaching /recruiting services.
- 7.5 Certificate of Liability Insurance, within ten (10) days of contract award.

#### **8. DELIVERY SCHEDULE:**

- 8.1 The Annual Program Work Plan is due by September 1<sup>st</sup> each year, except within 30 days after the contract is signed for the first year

## **SCOPE OF WORK**

### **SOLICITATION NO.: HP832215**

- 8.2 The Quarterly Performance reports shall be submitted by the 15th day following the end of each reporting Quarter.
- 8.3 Copies of the Newsletters, educational and training materials are due as they are developed;
- 8.4 The Quarterly performance Reports by task shall be submitted by the 45<sup>th</sup> day following the end of each business quarter.
- 8.5 The Contractor Expenditure Report (CER) with backup documentation shall be due by the 15<sup>th</sup> day following the end of each month.

#### **9. CERTIFICATION/LICENSURE REQUIREMENTS:**

The contractor shall maintain all the necessary permits and licenses.

#### **10. VENDOR QUALIFICATIONS:**

A family and/or consumer operated organization. The organization should include family members - individuals who are or have been the primary caregiver for a child, youth, adolescent or young adult with behavioral health or substance abuse needs and or challenges, or are young adults who received behavioral health and/or substance abuse services during their youth

The organization, in addition to demonstrating a positive experience with the public behavioral health system, also endorses and is active in promoting family involvement in cross-agency initiatives with the other child-serving agencies and community organizations or groups that families in the behavioral health system also interact with as well, including but not limited to schools, juvenile justice and juvenile courts, child welfare, health care, day care, foster care, developmental disabilities.

The organization has financial, technical and operational support available from other sources that provide for complementary or supplementary program work that support the achievement of mutually congruent goals for developing family-driven care and meaningful family voice in system's transformation activities.

The organization must demonstrate strong affiliations and ability to get technical support from other organizations including, but not limited to, the National Federation of Families, the Research and Training Centers of the University of Southern Florida and Portland State University, the TA Partnership for Western States (United Advocates of California) and St. Luke's Health Initiatives. The organization must be committed to providing technical assistance to parent leaders and help them to build relationship with other organizations.

The organization should have active participation by numerous, diverse families or constituencies such as parents or young children, older adolescents and young adults, Latino communities, parents/caregivers with children living out of home, and families from a broad range of socio-economic perspectives enrolled in the program.

The organization should have a well established model for organizing family voice, including the creation of safe environments for families to find their voice; partnerships with State, RBHA and other systems of care leaders, and the infrastructure and processes to support individual family leaders and the growth of family networks in our communities. Key components are:

- A. A philosophy of non-adversarial advocacy resulting in strong family-professional partners at all levels;
- B. Experience in developing and implementing innovative approaches (information, education and support) to strengthen families in self-advocacy for their own child and family, as well as supporting and mentoring families to support other families
- C. Capacity to provide a variety of classroom training for family and youth leadership skill development, as well as informal mentoring opportunities in the community

**SCOPE OF WORK**  
**SOLICITATION NO.: HP832215**

- D. Capacity to track training participation, application of learned problem solving or system navigation skills for families or to assist other families as - natural supports, or interests in advanced training and family leadership opportunities-
- E. Capacity to facilitate matches between interested parents or youth and opportunities to participate in or co-facilitate policy and program development activities, training and systems monitoring roles
- F. Capacity to connect parents or youth serving in training and advisory roles with other constituents having related information or expertise to share
- G. Capacity to provide additional support or technical assistance to both the family representatives and the professional partners to promote sustainable family-professional partnerships; and
- H. Training materials and communication processes including but not limited to newsletters, and a website that is written for families.

**11. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:**

Notices, correspondence, reports and invoices from the contractor shall be sent to:

Nitika Singh, PhD  
CA-SIG Project Manager  
Arizona Department of Health Services  
150 North 18th Avenue, 220  
Phoenix, Arizona 85007-3228  
Phone: (602) 364-4383  
Fax: (602) 364-4760  
Email: singhn@azdhs.gov

Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the Contractor shall be sent to:

Organization: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Payments from ADHS to the contractor shall be sent to:

Only use this if address is different from above:

Organization: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_



<p style="text-align: center;"><b>SCOPE OF WORK</b> <b>SOLICITATION NO.: HP832215</b></p>
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Payments from ADHS to the Contractor shall be sent to:

Organization: \_\_\_\_\_

Attention: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_



# OFFER AND ACCEPTANCE

**Solicitation NO.: HP832215**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**

1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Submit this form with an original signature to the:

**Arizona Department of Health Services  
Office of Procurement  
1740 West Adams, Room 303  
Phoenix, Arizona 85007**

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.

Arizona Transaction (Sales) Privilege Tax License No:

For Clarification of this Offer, Contact:

Name: \_\_\_\_\_

Federal Employer Identification No:

Telephone:

FAX: \_\_\_\_\_

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City, State, ZIP Code

Title

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**OFFER ACCEPTANCE AND CONTRACT AWARD** (For State of Arizona Use Only)

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Your Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract Number:

**HP832215**

**The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.**

State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
CHIEF PROCUREMENT OFFICER

**PRICE SHEET / FEE SCHEDULE**  
**SOLICITATION NO.: HP832215**

**PRICE SHEET/FEE SCHEDULE**

\* indicate the applicable areas if you are submitting Regional pricing.

Service Area	*√	Training Sessions \$Per/Session	Mentoring/Coaching/Recruiting Activities \$ Per/Hour
Statewide		\$ _____/Session	\$ _____/Hour
County:			
Apache		\$ _____/Session	\$ _____/Hour
Cochise		\$ _____/Session	\$ _____/Hour
Coconino		\$ _____/Session	\$ _____/Hour
Gila		\$ _____/Session	\$ _____/Hour
Graham		\$ _____/Session	\$ _____/Hour
Greenlee		\$ _____/Session	\$ _____/Hour
La Paz		\$ _____/Session	\$ _____/Hour
Maricopa		\$ _____/Session	\$ _____/Hour
Mohave		\$ _____/Session	\$ _____/Hour
Navajo		\$ _____/Session	\$ _____/Hour
Pima		\$ _____/Session	\$ _____/Hour
Pinal		\$ _____/Session	\$ _____/Hour
Santa Cruz		\$ _____/Session	\$ _____/Hour
Yavapai		\$ _____/Session	\$ _____/Hour
Yuma		\$ _____/Session	\$ _____/Hour

**Authorization for Provision of Services:**

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

<p style="text-align: center;"><b>ATTACHMENT 1</b> <b>SOLICITATION NO.: HP832215</b></p>
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**Offeror's Experience**

**Offeror shall submit three (3) completed forms as part of its Proposal.**

Offerors are required to submit information about PAST experience to verify performance using this form. Insert the information as requested. Responses shall include the details of at least three (3) individual contracts for services related to those described in this RFP other than those provided to ADHS/DBHS.

Reference Contract Title: \_\_\_\_\_

Contract Term / Dates of Work \_\_\_\_\_ through \_\_\_\_\_

Geographic Area Served: \_\_\_\_\_

Narrative of past experiences of each contract and the NUMBER of past contracts the Offeror has had with experience similar to those described in this RFP):

Reference Company: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

**ATTACHMENT 2**  
**SOLICITATION NO.: HP832215**

**Appendix A**

***Division of Behavioral Health Services***

Office of Grievance and Appeals

150 North 18<sup>th</sup> Avenue, Suite 230  
Phoenix, Arizona 85007  
(602) 364-4575  
(602) 364-4591 FAX  
Internet: www.azdhs.gov

JANET NAPOLITANO, GOVERNOR  
SUSAN GERARD, DIRECTOR

**CONFIDENTIAL REPORT**

*(Contains Client Sensitive Information)*

TO: (Manager, Office of Grievance and Appeals)  
FROM: (Investigator)  
DATE:  
ADHS/DBHS DOCKET NO.:  
GRIEVANT'S NAME:  
CLIENT'S NAME:  
DATE OF EVENT:

ISSUE:

INVESTIGATION PROCESS:

*Persons Interviewed*

<u>Date</u>	<u>Name</u>	<u>Title/Relationship</u>
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*Records Reviewed*

<u>Date</u>	<u>Description</u>	<u>Location of Record</u>
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FINDINGS:

*Witness Interviews*

*Documents*

*Legal Authority/Policy*

CONCLUSIONS:

CORRECTIVE ACTION REQUIREMENTS:

RECOMMENDED ACTIONS:

APPENDIX CONTENTS:

The appendix will identify and contain the documents referenced in the investigation report and may include:  
Interview summaries  
Case file documents  
Other referenced documents (i.e. autopsy report, policy report)  
RBHA or subcontracted provider policies referenced  
Other

**ATTACHMENT 3**  
**SOLICITATION NO.: HP832215**

**HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (“HIPAA”)  
BUSINESS ASSOCIATE AGREEMENT (“AGREEMENT”)**

The Arizona Department of Health Services or an Arizona Department of Health Services’ Division, Bureau, Office, or Program and Business Associate hereby enter into this Agreement. The date when this Agreement is effective (“Effective Date”) shall be determined according to Sections 164.534, 164.532(d), and 164.532(e) of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and Part 164, Subparts A and E (“Privacy Standards”). This Agreement supplements any service agreement(s) (“Service Agreement(s)”) between ADHS Covered Component and Business Associate relating to the disclosure of Protected Health Information (“PHI”). In the event of conflicting terms or conditions, this Agreement shall supersede the Service Agreement(s).

The ADHS Covered Component and Business Associate intend to comply with the Privacy Standards; the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C (“Security Standards”); HIPAA; and other applicable federal and state laws, in order to protect the privacy of PHI in any form and to safeguard the confidentiality, integrity, and availability of Electronic PHI (“ePHI”) related to this Agreement.

- A. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the same meaning as in the Privacy Standards and the Security Standards.
- B. **PERMITTED USES AND DISCLOSURES OF PHI.** Business Associate will Use and disclose PHI only for those purposes necessary to perform functions, activities, or services for, or on behalf of, ADHS Covered Component as specified in the underlying Service Agreement(s) and this Agreement, provided that any Use or Disclosure would not violate: the Privacy Standards, the Security Standards, or HIPAA, if done by ADHS Covered Component; or ADHS Covered Component’s policies and procedures for using or disclosing only the Minimum Necessary PHI.
  - 1. **Business Activities of Business Associate.** Business Associate may use PHI for the necessary management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate if:
    - a. The disclosure is Required by Law; or
    - b. Business Associate obtains reasonable assurances from the person receiving the PHI that the person will:
      - (1) Maintain the Confidentiality of the PHI,
      - (2) Use or disclose the PHI only as Required by Law or for the purpose for which the PHI was disclosed to the person, and
      - (3) Notify Business Associate when the person becomes aware that PHI confidentiality has been breached.
  - 2. **Aggregation of PHI.** Business Associate may aggregate the PHI in its possession with the PHI of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate of the other Covered Entities, provided that the purpose of the aggregation is to provide ADHS Covered Component with data analyses relating to the Health Care Operations of ADHS Covered Component. Business Associate shall not disclose PHI between or among Covered entities, unless ADHS Covered Component specifically authorizes the disclosure.

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3. De-Identification of PHI. Under 45 CFR 164.502 (d) (2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement. Business Associate may de-identify any and all PHI, provided:
  - a. The de-identification conforms to the requirements of 45 CFR Section 164.514(b),
  - b. Business Associate maintains the documentation required by 45 CFR Section 164.514(b), and
  - c. Business Associate gives written assurance to ADHS Covered Component that Business Associate appropriately maintains the documentation required by 45 CFR Section 164.514(b).
- C. OBLIGATIONS OF BUSINESS ASSOCIATE REGARDING PHI IN ANY FORM.
  1. Safeguards. Business Associate shall use appropriate safeguards to prevent any Use or Disclosure of PHI not otherwise permitted in this Agreement.
  2. Reporting Impermissible Use or Disclosure. Recipient shall promptly report to the designated individual specified in the Notice Provision number “G” of this agreement. Any Use or Disclosure of any PHI not permitted by this Agreement or the Privacy Standards (“Impermissible Use or Disclosure”), upon becoming aware of such Use or Disclosure. Recipient agrees to mitigate, to the extent practicable, any harmful effect from an Impermissible Use or Disclosure known to Recipient or its agents or subcontractors.
  3. Agents and Subcontractors. Business Associate shall ensure that any agent or subcontractor to whom Business Associate provides PHI agrees to all the PHI-related restrictions and conditions that apply to Business Associate through this Agreement. Business Associate shall maintain an accounting of all disclosures of PHI to agents or subcontractors as provided in this Agreement.
  4. Personnel. Business Associate shall appropriately inform all of its employees, agents, representatives, and members of its workforce (“Personnel”), whose services may be used to satisfy Business Associate’s obligations under this Agreement and the Service Agreement(s), of the terms of this Agreement. Business Associate represents and warrants that the Personnel are under sufficient legal obligation to Business Associate for Business Associate to fully comply with the provisions of this Agreement.
  5. Access to PHI. Within five (5) business days after a written request by ADHS Covered Component for access to PHI held by Business Associate in a Designated Record Set, Business Associate shall make the requested PHI available to ADHS Covered Component. If the requested PHI is stored off site, Business Associate shall make the PHI available to ADHS Covered Component within ten (10) business days, to allow ADHS Covered Component time to respond to a request for access by an Individual within 60 calendar days.

If an Individual requests access to PHI directly from Business Associate, Business Associate shall provide or deny access according to 45 CFR 164.524, unless otherwise directed by ADHS Covered Component. Business Associate shall notify ADHS Covered Component of the action taken in writing within five (5) business days after the action.
6. Amendment of PHI. Within five (5) business days after an Individual’s request to ADHS Covered Component to amend the Individual’s PHI held by Business Associate in a Designated Record Set, Business Associate shall provide the Individual’s PHI to ADHS Covered Component for amendment. If ADHS Covered Component requests Business Associate to amend an Individual’s PHI,

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Business Associate shall incorporate into the Individual's PHI the amendment, any statements of disagreement, and/or rebuttals within a reasonable time, as required by 45 CFR Section 164.526.

If an Individual requests amendment of PHI directly from Business Associate, Business Associate shall amend or deny amendment according to 45 CFR 164.526, unless otherwise directed by ADHS Covered Component. Business Associate shall notify ADHS Covered Component of the action taken in writing within five (5) business days after the action.

7. Documentation of Disclosures. Business Associate agrees to document all Disclosures of PHI made by Business Associate as required for ADHS Covered Component to respond to a request by an Individual for an accounting of Disclosures of PHI according to 45 CFR Section 164.528. At a minimum, the documentation related to Business Associate's Disclosure of PHI shall include:
  - a. The date of Disclosure;
  - b. The name of the PHI recipient and, if known, the address of the PHI recipient;
  - c. A brief description of the PHI disclosed; and
  - d. A brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the Disclosure, or a copy of the Individual's authorization, or a copy of the written request for Disclosure.
8. Accounting of Disclosures. Within ten (10) business days after notice by ADHS Covered Component to Business Associate that ADHS Covered Component has received a request for an accounting of Disclosures of an Individual's PHI, Business Associate shall provide ADHS Covered Component with the Disclosure records stated in the notice. Business Associate shall provide Disclosure records for the six years before the date on which the Individual requested the accounting, but not for a date earlier than April 14, 2003, unless otherwise Required by Law.

If an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate shall, within sixty (60) business days, provide or deny an accounting according to 45 CFR 164.528, unless otherwise directed by ADHS Covered Component. Business Associate shall notify ADHS Covered Component of the action taken in writing within five (5) business days after the action. The accounting of Disclosures shall include all PHI Disclosures for the six years before the date on which the Individual requested the accounting, but not for a date earlier than April 14, 2003, unless otherwise Required by Law. If Business Associate is unable to provide the accounting of Disclosures within the allowed time, Business Associate shall provide ADHS Covered Component with a written statement of the reason for delay and the date Business Associate will provide the accounting.
9. Governmental Access to Records. For the purpose of determining ADHS Covered Component's compliance with the Privacy Standards, Business Associate shall make available to ADHS Covered Component or to the Secretary:
  - a. Business Associate's internal practices, books, and records relating to the Use and Disclosure of PHI;
  - b. Business Associate's policies and procedures relating to the Use and Disclosure of PHI; and
  - c. All PHI received from ADHS Covered Component or created or received by Business Associate on behalf of ADHS Covered Component.



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This provision does not constitute a waiver by ADHS Covered Component of any attorney-client privilege or other legal privilege.

10. Transaction Standards Regulation. If Business Associate conducts in whole or part Standard Transactions for or on behalf of ADHS Covered Component, Business Associate shall comply with the Electronic Data Transaction Standards and Code Sets, 45 CFR Part 162, Subparts I through R (“Transaction Standards and Code Sets”). Business Associate shall require any subcontractor or agent involved in conducting Standard Transactions for or on behalf of ADHS Covered Component, to comply with the Transaction Standards and Code Sets. Business Associate and its subcontractors or agents shall not enter into any agreement related to conducting in whole or in part Standard Transactions for or on behalf of ADHS Covered Component that:
- a. Changes the definition, Data Condition, or use of a Data Element or Segment in a Standard Transaction;
  - b. Adds any Data Elements or Segments to the maximum defined Data Set;
  - c. Uses any code or Data Element that is marked “not used” in the Standard Transaction’s implementation specification or that is not in the Standard Transaction’s implementation specification; or
  - d. Changes the meaning or intent of the Standard Transaction’s implementation specification.

**D. OBLIGATIONS OF BUSINESS ASSOCIATE REGARDING ePHI.**

1. Safeguards. Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of ADHS Covered Component.
2. Agents and Subcontractors. Business Associate shall ensure that any agent or subcontractor to whom Business Associate provides ePHI agrees to implement reasonable and appropriate safeguards to protect the Confidentiality, Integrity, and Availability of the ePHI.
3. Report of Security Incident. Business Associate shall promptly report to ADHS Covered Component any Security Incident of which Business Associate becomes aware that involves ePHI created, received, maintained, or transmitted by Business Associate.
4. Governmental Access to Records. Business Associate shall make its policies, procedures, and the documentation required by the Security Standards available to ADHS Covered Component and to the Secretary for purposes of determining ADHS Covered Component’s compliance.
5. Termination Authorized. Business Associate agrees that ADHS Covered Component may terminate this Agreement if ADHS Covered Component determines that Business Associate has violated a material term of this Agreement related to the Security of ePHI.

**E. OBLIGATIONS OF ADHS COVERED COMPONENT.**

1. Notice of Privacy Practices. ADHS Covered Component shall notify Business Associate of any changes or limitation(s) in ADHS Covered Component’s Notice of Privacy Practices according to 45 CFR Section 164.520, to the extent that such changes or limitation(s) may affect Business Associate’s Use or Disclosure of PHI.

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2. Changes in Permission by Individual. ADHS Covered Component shall notify Business Associate of any changes in, or revocation of, an Individual's permission to use or disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
3. Restrictions on PHI. ADHS Covered Component shall notify Business Associate of any restriction of PHI Uses and Disclosures that ADHS Covered Component has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's PHI Use or Disclosure.
4. Permissible Requests by ADHS Covered Component. ADHS Covered Component shall not request Business Associate to use or disclose PHI in any manner not permitted under the Privacy Standards if done by ADHS Covered Component.

**F. TERM AND TERMINATION**

1. Term. The term of this Agreement shall begin on the Effective Date and shall terminate when all PHI provided by ADHS Covered Component to Business Associate, or created or received by Business Associate on behalf of ADHS Covered Component, is destroyed or returned to ADHS Covered Component. If it is not feasible for Business Associate to return or destroy all PHI, the term of this Agreement shall terminate, except to the extent protections are extended to any PHI not returned or destroyed, according to the provisions in Section F(2)(c).
2. Effect of Termination.
  - a. Except as provided in paragraph (c) of this Subsection, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from ADHS Covered Component, or created or received by Business Associate on behalf of ADHS Covered Component.
  - b. This provision shall apply to PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the returned or destroyed PHI.
  - c. If Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall provide to ADHS Covered Component notification of the conditions making return or destruction not feasible. Business Associate shall extend the protections of this Agreement to the PHI and shall limit further Uses and Disclosures of the PHI to the purposes that make the return or destruction not feasible, for so long as Business Associate maintains the PHI. If it is not feasible for Business Associate to recover from a subcontractor or agent any PHI, Business Associate shall provide a written explanation to ADHS Covered Component. Business Associate shall require the subcontractor or agent to agree:
    - (1) To extend the protections of this Agreement to the PHI in the possession of the subcontractor or agent, and
    - (2) To limit any further Uses or Disclosures of the PHI to the purposes that make the return or destruction not feasible, for so long as the subcontractor or agent maintains the PHI.
3. Termination for Cause. Upon ADHS Covered Component's knowledge of a material breach by Business Associate of the terms of this Agreement, ADHS Covered Component shall:

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- a. Terminate this Agreement and the underlying Service Agreement(s) if Business Associate does not cure the breach or end the violation within the time specified by ADHS Covered Component;
- b. Immediately terminate this Agreement and the underlying Service Agreement(s); or
- c. Report the violation to the Secretary if:
  - (1) Termination is not feasible, and
  - (2) Business Associate does not cure the breach or end the violation within the time specified by ADHS Covered Component.

**G. NOTICES**

All notices or other communications by either party to the other hereunder shall be in writing and shall be deemed properly delivered (i) when received by the party; or (ii) three (3) days after deposit in the United States mail of such notice or communications to the parties entitled hereto, registered or certified mail, postage prepaid, to the parties at the following address (or to such other addresses as are designated in writing to all parties):

To:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
\_\_\_\_\_

Copy to:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
\_\_\_\_\_

To:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
\_\_\_\_\_

**H. MISCELLANEOUS**

1. **References.** A reference in this Agreement to HIPAA, the Privacy Standards, or the Security Standards means the law or regulation as in effect on the Effective Date or as subsequently amended, and for which compliance is required.
2. **Amendment.** The parties agree to take the action necessary to amend this Agreement from time to time so that ADHS Covered Component may comply with the requirements of HIPAA.
3. **Survival.** The obligations of Business Associate under this Agreement shall survive the termination of this Agreement and of the underlying Service Agreement(s) to the extent required by Section F(2)(c).

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4. Effect on Service Agreement(s). Except as specifically required to implement the purposes of this Agreement, or to the extent not consistent with this Agreement, all provisions of the underlying Service Agreement(s) shall remain in force and effect.

Contractor hereby acknowledges receipt and acceptance HIPAA Agreement and that a signed copy must be filed with the Procurement Office.

The above referenced HIPAA Agreement is of this hereby executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by the Arizona Department of Health Service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Procurement Officer

\_\_\_\_\_  
Authorized Signatory's Name and Title

\_\_\_\_\_  
Contractor's Name